

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER WK4ULT-3084-W080		PAGE 1 OF 19	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DABN01-03-T-0210	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HILLEGAS, TERESA				b. TELEPHONE NUMBER (No Collect Calls) 0611-816-2260	
9. ISSUED BY WIESBADEN CONTRACTING CENTER ATTN: AEUCC-C KONRAD-ADENAUER-RING 39 D-65187 WIESBADEN  TEL: FAX:		CODE W90W1P		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A)  SIC: 3585 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO AS SET FORTH // AS SET FORTH IN THE SCHEDULE AE 00000 TEL: FAX:		CODE 000000		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/ OFFEROR    TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY  CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
23. UNIT PRICE		24. AMOUNT					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER  PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
42a. RECEIVED BY (Print)				42b. RECEIVED AT (Location)			
42c. DATE REC'D (YY/MM/DD)				42d. TOTAL CONTAINERS			

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Replace walk-in refrigerator FFP located in Bldg 7791, Hainerberg Village, 65189 Wiesbaden in accordance with the enclosed statement of work. PURCHASE REQUEST NUMBER: WK4ULT-3084-W080				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Disassembly, removal and disposal of FFP deteriorated walk-in refrigerator, including all cooling and electrical components, except as noted below. Contractor shall remove recently-installed compressor unit and deliver it to the 221st BSB DPW Refrigeration Shop at Bldg 1057, Wiesbaden Army Airfield, Erbenheim-Wiesbaden. PURCHASE REQUEST NUMBER: WK4ULT-3084-W080	1	Each		

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 NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Deliver and install new walk-in FFP refrigerator, to include refrigeration and lighting system. Contractor will ensure system is fully operational and ready for use and will familiarize end-user with the operation of the system, and will deliver all instructions, manuals and warranty information/certifications.	1	Each		

PURCHASE REQUEST NUMBER: WK4ULT-3084-W080

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 NET AMT

FOB: Destination

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 02-JUN-2003 TO 10-JUL-2003	N/A	AS SET FORTH // AS SET FORTH IN THE SCHEDULE AE 00000 FOB: Destination	000000
0001AA	POP 02-JUN-2003 TO 10-JUL-2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	000000
0001AB	POP 02-JUN-2003 TO 10-JUL-2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	000000

## CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002

## CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(5) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent;

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

- \_\_\_ 50 or fewer \_\_\_ \$1 million or less
- \_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million
- \_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million
- \_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million
- \_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million
- \_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million
- \_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act --Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.  
-----  
-----  
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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.  
-----  
-----  
-----

Country of Origin

-----  
 -----  
 -----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----  
 Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

## 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

#### ADDENDUM TO FAR 52.212-4

#### **ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS, COMMERCIAL ITEMS**

The following shall apply to this contract in addition to those terms and conditions in FAR 52.212-4.  
Paragraph (g) Invoice – add the following:

##### Payment and Invoicing Procedures:

- a) Invoices (original and three copies) shall be prepared and numbered consecutively as “1<sup>st</sup> partial” for initial invoice, “2<sup>nd</sup> partial” for second invoice, etc. The final invoice shall contain numerical and “Final” designations (e.g., 3<sup>rd</sup> Final). Invoices shall be submitted to the POC for certification of acceptance of services rendered.
- b) Upon receipt, the POC shall review the invoices for correctness. Defective invoices shall be returned to contractor for correction. If there are defective invoices or problems with services rendered that can not be resolved between the POC and the contractor, the POC shall forward the invoice and a written statement describing the problem to the Contracting Officer for resolution.
- c) After certification, the POC shall forward the invoice to DFAS for payment (see page 1, Block 15 of contract) and shall provide a copy thereof to the Contract Administration Office (page 1, Block 16 of contract).
- d) Electronic fund transfer: Payment for goods or services may be made by check or by Electronic Fund Transfer (EFT). In order to ensure prompt and accurate payment, your invoice must contain your bank name, address, account number and bank routing number (BANKLEITZAHL), and check remittance address.

The following provisions and clauses are incorporated in full text.

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
<http://acqnet.saalt.army.mil/library/default.htm>  
<http://www.usacce.army.mil/wcc/links.htm>

#### FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>  
<http://acqnet.saalt.army.mil/library/default.htm>  
<http://www.usacce.army.mil/wcc/links.htm>

#### 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

\_\_\_ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

[252.205-7000](#) Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

[252.206-7000](#) Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).

[252.219-7003](#) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

[252.219-7004](#) Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

[252.225-7001](#) Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

[252.225-7012](#) Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a)

[252.225-7014](#) Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

[252.225-7015](#) Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C.2533a).

[252.225-7016](#) Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (\_\_\_\_Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

[252.225-7021](#) Trade Agreements (OCT 2002) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

[252.225-7027](#) Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

[252.225-7028](#) Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

[252.225-7029](#) Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

[252.225-7036](#) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (\_\_\_\_Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

[252.227-7015](#) Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

[252.227-7037](#) Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

[252.232-7003](#) Electronic Submission of Payment Request (MAR 2003) (10 U.S.C. 22227)

[252.243-7002](#) Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

[252.247-7023](#) Transportation of Supplies by Sea (MAY 2002) (\_\_\_\_Alternate I) (MAR 2000) (\_\_\_\_Alternate II) (MAY 2002) (10 U.S.C. 2631).

[252.247-7024](#) Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

[252.225-7014](#) Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

[252.247-7023](#) Transportation of Supplies by Sea (10 U.S.C. 2631).[252.247-7024](#) Notification of Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[252.247-7024](#) Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(End of clause)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

The contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

252.229-7001(ALT I) TAX RELIEF (JUN 1997)

- (a) Price set forth in this contract are exclusive of all taxes and duties from which the United States is exempt by virtue of tax agreements between the United States Government and the Contractor's Government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX <u>Value Added Tax</u>	RATE (PERCENTAGE) <u>16%</u>
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- (b) The contractor's invoice shall list separately the gross price, amount of tax deducted and net price charged.
- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials of components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties; the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its Government or request the duty-free import of an amount of supplies or components corresponding to that use from inventory for this contract.

Tax Relief will be claimed in Germany pursuant to the provisions of the Agreement between the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the interest of Common Defense. The Contractor shall use Abwicklungsschein fuer abgabenbeguenstigte Lieferungen/Leistungen nach dem Offshore Steuerabkommen (Performance Certificate according to the Offshore Tax Relief Agreement) or other documentary evidence acceptable to the German tax authorities. All purchases made and paid for on a tax-free basis during a 30-day period may be accumulated, totaled and reported as tax-free.

#### 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

#### CCE-204-4007 INSTALLATION ACCESS CONTROL SYSTEM (IACS) NOTICE

During the performance of this contract the U.S. Army, Europe will transition to a new Installation Access policy. The estimated date for changeover to the new system is on or about 15 Aug 03. Until the new system is in place, your access will be controlled using contract clause CCE-225-4001. After that date your access to the installation will be governed by contract clause CCE 225-4001A. You must read and become familiar with the requirements of the new IACS regulation (AE Reg. 190-16). It can be found at the following website:  
<http://www.hq.usacce.army.mil>

#### CCE-225-4001 INSTALLATION-CLEARANCE REQUIREMENTS

*NOTE: This enclosure provides requirements for contractor employees in Germany. These requirements will be modified according to host-nation laws in other countries where U.S. installations and facilities are located.*

Access to worksites and U.S.-controlled areas is limited to persons who meet security criteria and are authorized by German law to work in Germany. Failure to submit required information and obtain required documentation or

clearances will be grounds for denying access to worksites and U.S.-controlled areas. The contractor will inform employees of these requirements.

1. At least 5 days before a contractor or subcontractor employee needs access to a U.S. installation to perform work under contract, the contractor will give the contracting officer or contracting officer's representative—

a. The following for each employee:

(1) Three copies of AE Form 604-1B-R (Personnel Data Worksheet (*Personaldaten-anfrage-Arbeitsblatt*)) completed according to USAREUR Regulation 604-1.

(2) Two passport-size photographs.

(3) A *Polizeiliches Führungszeugnis* (Good Conduct Certificate (GCC)), except for individuals who have U.S. identification (ID) cards. Contractor personnel who do not have a GCC or a U.S. ID card will be escorted by U.S. Government personnel (U.S. or local national) when working on USAREUR installations.

(4) Copies of the following identification and permits are required as follows:

(a) German citizens: a clear copy of their *Ausweis* (German ID card) or passport showing their picture and full name.

(b) Citizens of European Union (EU)-member countries other than Germany: a clear copy of their *Aufenthaltsgenehmigung* (residence permit).

(c) Non-U.S.-ID cardholders and other citizens of non-EU-member countries: a clear copy of their *Arbeitserlaubnis* (German work permit) and country ID card or passport showing their picture, full name, country of issue, and nationality.

(d) U.S.-ID cardholders: a clear copy of the front of their ID card. U.S.-ID cardholders do not need an *Aufenthaltsgenehmigung* or *Arbeitserlaubnis*.

(5) Other information as specified by the contracting officer.

b. A list of private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list will include the following information:

(1) Vehicle make.

(2) Vehicle model and year of manufacture.

(3) Vehicle-identification number.

(4) License-plate number.

(5) Name and drivers-license number of each vehicle operator.

2. The contractor will obtain installation passes from the appropriate issuing authority for each contractor and subcontractor employee needing access to U.S. installations. The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will include the actions required by USAREUR Regulation 190-13 for lost and stolen passes.

3. The contractor will inform employees that they are subject to search when entering and leaving U.S. installations.

#### **CCE-225-4001A INSTALLATION ACCESS CONTROL**

**NOTE: This clause addresses requirements for contractors in Germany. These requirements may be modified according to host nation laws in other countries where U.S. installations and controlled areas are located, but the requirements must meet or exceed the standards and intent of this clause.**

(a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by German law to work in Germany. Failure to submit required information/data and obtain required documentation or clearances in accordance with

AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.

(b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.

(c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.

(d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website:  
<http://www.hq.usacce.army.mil/>

(e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: 221<sup>ST</sup> BSB DPW, Mr. Julius Neusel

Location: Wiesbaden Army Airfield, Erbenheim Building No:

DSN Phone No: 337- 5223 or 5759 Commercial Phone No: 0611 705 5223 or 5759

Installation Access Control Office:

Location: Wiesbaden Army Airfield, Erbenheim Building No: 1041

DSN Phone No: 337-6209 Commercial Phone No: 0611-705-6209

The following provisions and clauses are incorporated by reference:

FAR 52.211-6	BRAND NAME OR EQUAL (AUG 1999)
FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)
FAR 52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)

FAR 52.237-1	SITE VISIT (APR 1984)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
DFARS 252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

## STATEMENT OF WORK

### SITE VISIT INFORMATION

A site visit is scheduled for 16 May 2003, at 10:00 at Building 7791, Hainerberg Housing Village, 65189 Wiesbaden. Please contact the POC, Mr. Erich Wolfer by phone at 0611 705 5223, or by fax at 0611 705 5506, for information on gaining access to the site.

### Technical Requirements

1. Scope of work. The services herein specified include the replacement of a deteriorated walk-in freezer in the school cafeteria located in Bldg. 7792, Mississippi Strasse, Hainerberg Housing Village, 61859 Wiesbaden.
2. The contractor shall furnish all labor, materials, equipment, supervision, test devices, tools and transportation necessary to satisfactorily perform services in accordance with all applicable regulations, standards and directives, including manufacturer's installation and application instructions, safety codes of the German trade associations, VBG Fire prevention regulations, National Fire Protection Association 101 and National Fire Code.
3. The scope includes all incidental work, which may not be specifically mentioned, but is necessary or customary for the satisfactory completion of required services. Contractor is responsible for removal from the site and disposal of all debris. Special waste and hazardous materials will be disposed of against receipt conforming to local policy, regulations and directives. Defense Disposal Manual DOD 4160.21-M.
4. Dimensions given may not be exact and are used for planning purposes. Contractor is responsible for verifying measurements at the site.
5. No asbestos materials or formaldehyde in any form or quantity shall be used.

### Specifications:

- 1.1 Disassemble, remove and dispose of deteriorated walk-in cooler, except for recently installed compressor unit, which will be removed and delivered to the refrigeration shop located in Bldg. 1056, Wiesbaden Army Airfield, Erbenheim-Wiesbaden.
- 1.2 Deliver and install new walk-in cooler, to include refrigeration and lighting system. Contractor will ensure system is fully operational and ready for use and will familiarize end-user with the operation of the system. POC will attend the familiarization session.

### Equipment specifications:

Walk-in cooler, 3000 x 3300 x 2450mm, 100mm thick walls, white plastic interior/exterior surfaces, capable of maintaining temperatures between -12 and -24 degrees Celsius; non-skid, jointless stainless steel floor (1.4301) 2 mm thick, 400 kp wheel load; one-wing, hinged door 100 x 200 mm, DIN Right; prepared for

outside use (weatherproof) with a cold-resistant light fixture, 1 x 36 watt; manufacturer's equipment manuals, and all warranty certificates.

Viessman Model WL100 or equal

IF YOU ARE OFFERING AN EQUAL, PLEASE PROVIDE MANUFACTURER AND MODEL NUMBER:

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